

A REGULAR MEETING OF THE FAUQUIER COUNTY BOARD OF SUPERVISORS WAS HELD OCTOBER 7, 1997 AT 9:30 A.M. IN WARRENTON, VIRGINIA

P R E S E N T    Mr. David C. Mangum, Chairman; Mr. James G. Brumfield, Vice Chairman; Mr. Wilbur W. Burton; Mr. James R. Green, Jr.; Mr. Larry L. Weeks; Mr. G. Robert Lee, County Administrator; Mr. Paul S. McCulla, County Attorney

#### ADOPTION OF THE AGENDA

Mr. Brumfield moved to adopt the agenda as submitted. Mr. Burton seconded, and the vote for the motion was unanimous as follows:

Ayes:    Mr. David C. Mangum; Mr. James G. Brumfield; Mr. Wilbur W. Burton; Mr. James R. Green, Jr.; Mr. Larry L. Weeks  
Nays:    None  
Absent During Vote:        None  
Abstention:        None

#### CITIZENS TIME

Mary Lou Trimble, President of the Retired Teachers Association, informed the Board that Retired Educators Day was October 13 and that 1997 marked the 50th anniversary of the Retired Teachers Association. Ms. Trimble presented Mr. Mangum with a facsimile check in the amount of \$60,307 which represents volunteer hours spent by retired teachers.

Blair Lawrence and John Gott, representing the John Singleton Mosby Heritage Association, presented the Board of Supervisors with a map of the John Singleton Mosby Heritage Area.

Mary Morran, representing the Addition to Warrenton Lakes Homeowners Association, presented 116 signatures in opposition to the Huffman/Elmore Rezoning.

A gentleman from Casanova spoke regarding the sludge spreading operation going on in the area where he lives. He stated that the odor caused him breathing difficulties. Mr. Burton also said that he had received numerous calls regarding this.

#### CERTIFICATE OF RECOGNITION - LIBRARY SUMMER READING PROGRAM

Mr. Brumfield moved to adopt a certificate of recognition for the Library Summer Reading Program. Mr. Weeks seconded, and the vote for the motion was unanimous as follows:

Ayes:    Mr. David C. Mangum; Mr. James G. Brumfield; Mr. Wilbur W. Burton; Mr. James R. Green, Jr.; Mr. Larry L. Weeks  
Nays:    None  
Absent During Vote:        None  
Abstention:        None

Mr. Brumfield presented the certificate of recognition to members of the Library Board and staff.

A PROCLAMATION TO DECLARE THE WEEK OF OCTOBER 5-11, 1997 AS  
FIRE PREVENTION WEEK

Mr. Brumfield moved to adopt the following proclamation. Mr. Burton  
seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. David C. Mangum; Mr. James G. Brumfield; Mr. Wilbur  
W. Burton; Mr. James R. Green, Jr.; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

#### PROCLAMATION

A PROCLAMATION TO DECLARE THE WEEK OF  
OCTOBER 5-11, 1997 AS FIRE PREVENTION WEEK

WHEREAS, President Warren G. Harding proclaimed the first Fire  
Prevention Week in 1922 as the week that includes the date of October 9, the  
anniversary of the Great Chicago Fire of 1871, to be National Fire Prevention  
Week; and

WHEREAS, according to the United States Fire Administration, most fire  
deaths occur during the winter months, December through February, as a direct  
result of poorly installed, maintained or misused portable heating equipment; and

WHEREAS, the Fauquier County Fire and Rescue Association and its  
thirteen member companies:

Warrenton VFC (Co. 1)	Catlett VFC (Co. 7)
Remington VF&RC (Co. 2)	Goldvein VF&RC (Co. 8)
Marshall VFC (Co. 3)	Marshall VRS (Co. 9)
The Plains VF&RC (Co. 4)	New Baltimore VF&RC (Co. 10)
Upperville VFC (Co. 5)	Orlean VFC (Co. 11)
Warrenton VRS (Co. 6)	Cedar Run VRS (Co. 12)
	Lois VFC (Co. 13)

respond annually to over 500 fire related incidents which caused an estimated  
\$1,639,000 in property damage; and

WHEREAS, the Fauquier County Fire and Rescue Association and the  
Office of Emergency Services acknowledge Fire Prevention Week as the  
beginning of their fire prevention, education and safety campaign which will last  
throughout the year; now, therefore, be it

PROCLAIMED by the Fauquier County Board of Supervisors this 7th day  
of October 1997, That the week of October 5 through October 11, 1997 be, and  
it is hereby, declared Fire Prevention Week; and, be it

PROCLAIMED FURTHER, That all residents of the County are  
encouraged to participate in fire safety education activities; and, be it

PROCLAIMED FINALLY, That all County residents are encouraged to  
participate in fire prevention behavior during this special week and throughout  
the year and years to come.

## CONSENT AGENDA

Mr. Burton moved to adopt the following Consent Agenda items. Mr. Brumfield seconded, and the vote for the motion was 4 to 0 as follows:

Ayes: Mr. David C. Mangum; Mr. James G. Brumfield; Mr. Wilbur W. Burton; Mr. Larry L. Weeks  
Nays: None  
Absent During Vote: James R. Green, Jr.  
Abstention: None

Approval of the Minutes of the August 19, 1997, September 2, 1997, and September 16, 1997 Regular meetings

A Resolution to Change the Location of the November 4, 1997 and November 18, 1997 Board of Supervisors Meetings

## RESOLUTION

A RESOLUTION TO CHANGE THE LOCATION OF THE  
NOVEMBER 4, 1997 AND NOVEMBER 18, 1997  
BOARD OF SUPERVISORS MEETINGS

WHEREAS, regular meetings of the Fauquier County Board of Supervisors are held in the Warren Green Meeting Room; and

WHEREAS, renovations to the Warren Green Meeting Room are scheduled to take place during the months of November and December; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 7th day of October 1997, That the location for the regular meeting of November 4, 1997 and November 18, 1997 be, and are hereby, changed to the John Barton Payne Building, 2 Courthouse Square; and, be it

RESOLVED FURTHER, That the County Administrator be, and is hereby, authorized to place notification of this change in the appropriate media as required.

## FY 1997 Budget Transfers

RESOLUTION (FY 97)  
A RESOLUTION TO TRANSFER & APPROPRIATE FUNDS

WHEREAS, the Board of Supervisors is charged by the Code of Virginia with the preparation of an annual budget for Fauquier County; and

WHEREAS, this annual budget is a plan of how funds received by the County will be used to meet the needs of the citizens of the County; and

WHEREAS, during the course of the fiscal year certain events occur which necessitate changing the budget plan by increasing a department's total budget; and

WHEREAS, funds needed to increase a department's budget must come from internal County budget transfers or from an outside source such as State, Federal, grant or other local sources such as the County's Reserve for Contingency; and

WHEREAS, the Budget Office identified departments requiring the transfer of budget appropriations to adjust year-end balances for audit purposes; and

WHEREAS, proper justification for these actions has been presented to the Finance Committee; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 7th day of October 1997, that the sum of \$739,096 be transferred, and hereby approved as follows:

FROM	TO
Source Code Amount	Department Code Amount
Treasurer's Office 4-100-12410-1101 \$57,498	Board of Supervisors 4-100-11010-3160 \$57,498
VHFS 4-100-81830-3161 \$88,084	Re-Assessment 4-100-12320-3170 \$88,084
GIS 4-100-12510-1302 \$1,924	Central Stores 4-100-12530-5210 \$1,924
Circuit Court 4-100-21100-1302 \$5,169	Juvenile and Domestic Court 4-100-21500-8202 \$5,169
Sheriff's Office 4-100-31200-1101 \$10,276	Emergency Services 4-100-32420-6008 \$10,276
Sheriff's Office 4-100-31200-1101 \$49,246	Detention Center 4-100-33200-3840 \$49,246
Juvenile Probation 4-100-33400-5420 \$33,216	Jv Detention 4-100-33500-5689 \$33,216
Clerk of Circuit Court 4-100-21610-1301 \$28,269	VA Jv Crime Control Act 4-100-33600-3161 \$28,269
Social Services 4-100-53110-6043 \$61,758	Solid Waste 4-100-42400-5881 \$61,758

Social Services 4-100-53110-6043 \$2,113	Public Health 4-100-51100-5420 \$2,113
Social Services 4-100-53110-5717 \$180,058	CSA 4-100-53500-3174 \$180,058
Community Development 4-100-81200-1101 \$761	Disability Services Board 4-100-81610-2100 \$761
Contributions 4-100-81600-5641 \$24,791	Rapp-Rapidan pass-through pmt 4-100-81620-5696 \$24,791
VHFS 4-100-81830-3161 \$160,632	Non-Departmental 4-100-91400-5897 \$160,632
Economic Development 4-100-81500-1101 \$35,301	Hospital Hill Property 4-100-91600-8200 \$35,301
\$739,096	\$739,096

A Resolution to Transfer Funds from Landfill Closure Budget Line to the Recycling Budget Line for the Purchase of Recycling Equipment

#### RESOLUTION

A RESOLUTION TO TRANSFER FUNDS FROM LANDFILL CLOSURE BUDGET LINE TO THE RECYCLING BUDGET LINE FOR THE PURCHASE OF RECYCLING EQUIPMENT

WHEREAS, the Board of Supervisors is charged by the Code of Virginia with the preparation of an annual budget for Fauquier County; and

WHEREAS, this annual budget is a plan of how funds received by the County will be used to meet the needs of the citizens of the County; and

WHEREAS, during the course of the fiscal year certain events occur which necessitate changing the budget plan by increasing a department's total budget; and

WHEREAS, the delay in the closing of the old landfill will add a year to the new cell and generate an additional \$200,000 in the Landfill Enterprise Fund; and

WHEREAS, recycling equipment is needed to outfit the County's new \$120,000 recycling building for processing recyclables to reduce transportation cost; and

WHEREAS, the transfer of funds from the landfill closure budget line to the recycling budget line will not increase the Landfill Enterprise Fund's budget that was approved by the Board of Supervisors; and

WHEREAS, proper justification for this action has been presented to the Board of Supervisors during a work session on August 19, 1997; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 7th day of October 1997, That the sum of \$190,000 be approved and transferred as follows:

FROM	TO
Source	Department
Code	Code
Amount	Amount
Landfill Enterprise	Landfill Enterprise
Fund-Landfill	Fund-Recycling
Closure	
4-513-42720-8215	4-513-42710-5884
\$190,000	\$190,000

FY 1998 Budget Transfers and Supplemental Appropriations

RESOLUTION (FY 98)

A RESOLUTION TO TRANSFER & APPROPRIATE FUNDS

WHEREAS, the Board of Supervisors is charged by the Code of Virginia with the preparation of an annual budget for Fauquier County; and

WHEREAS, this annual budget is a plan of how funds received by the County will be used to meet the needs of the citizens of the County; and

WHEREAS, during the course of the fiscal year certain events occur which necessitate changing the budget plan by increasing a department's total budget; and

WHEREAS, funds needed to increase a department's budget must come from internal adjustments or from an outside source such as State, Federal, grant or other local sources such as the County's Reserve for Contingency; and

WHEREAS, the County School Division has requested to use their proceeds from the Trigon stock sale for the Liberty High School concession stand in the amount of \$94,393 and \$62,689 for the computer laboratory at Marshall Middle School: and

WHEREAS, the Office of Adult Court Services has requested \$6,092 from a supplemental State grant; and

WHEREAS, the Department of Parks and Recreation has requested the transfer of \$15,000 in the County's Capital Improvements Program Fund from the Crockett Park lighting project to the Vint Hill ball fields project; and

WHEREAS, the Information Resource Department has requested the transfer of \$85,000 from the Reserve for Information Technology to the Information Resource Department; and

WHEREAS, the Budget Office identified \$107,596 in discrepancies in the

FY 1998 budget that can be corrected internally; and

WHEREAS, the Budget Office identified \$118,573 in discrepancies in the FY 1998 budget that cannot be corrected internally; and

WHEREAS, Habitat for Humanity requested a contribution in the amount of \$5,720 for reimbursement of landfill and tax expenses; and

WHEREAS, proper justification for these actions has been presented to the Finance Committee; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 7th day of October 1997, that the sum of \$495,063 be transferred or appropriated, and hereby approved as follows:

FROM	TO
Source Code Amount	Department Code Amount
Insurance Fund Balance 3-607-419000-0010 \$94,393	Schools - CIP 4-302-094652-8215 \$94,393
Insurance Fund Balance 3-607-419000-0010 \$62,689	Schools - CIP 4-302-094620-6013 \$62,689
State Grant  3-100-244010-0035 \$6,092	Office of Adult Court Services 4-100-21700-8201 \$6,092
Parks and Recreation, CIP 4-302-94715-8215 \$15,000	Parks and Recreation, CIP 4-302-94706-8215 \$15,000
Reserve for Information Technology 4-100-91400-9624 \$85,000	Information Resource Department 4-100-12511-1101 \$56,600 4-100-12511-2100 \$4,330 4-100-12511-2210 \$5,735 4-100-12511-2310 \$2,060 4-100-12511-2400 \$200 4-100-12511-3310 \$200 4-100-12511-3320 \$200 4-100-12511-5210 \$500 4-100-12511-5230 \$1,200 4-100-12511-5240 \$1,500 4-100-12511-5510 \$1,000 4-100-12511-5530 \$1,000 4-100-12511-5540 \$1,500 4-100-12511-5810 \$500 4-100-12511-6001 \$1,000

	4-100-12511-6008	\$275
	4-100-12511-6012	\$200
	4-100-12511-6025	\$1,000
	4-100-12511-8207	\$3,500
	4-100-12511-8212	\$2,500
	\$85,000	
General District Court	Juvenile & Domestic Relations Court	
4-100-21200-6026	4-100-21500-1301	
\$14,178	\$3,263	
Support Services	Support Services	
4-210-43410-2400	4-210-43413-3161	\$2,750
4-210-43411-2720	\$11,611	\$3,768
4-210-43412-2720		\$4,708
4-210-43413-2400		\$385
\$11,611		
Vint Hill Farm Station	Support Services	
4-100-81810-3160	4-210-43413-3161	
\$28,968	\$28,968	
Vint Hill Farm Station	Support Services CIP	
4-100-81810-3160	4-302-80122-8200	
\$18,426	\$18,426	
Office of Emergency Svc	County Administration	
4-100-31410-3600	4-100-12110-5530	\$2,734
\$4,417	4-100-12110-2100	\$1,683
	\$4,417	
Office of Emergency Svc	Solid Waste	
4-100-31410-3600	4-100-42400-5110	
\$2,574	\$2,574	
Office of Emergency Svc	Joint Dispatch	
4-100-31410-3600	4-220-31400-1101	
\$1,221	\$1,221	
Office of Emergency Svc	Commissioner of Rev Circuit Court	
4-100-31410-3600	Clerk of the Court	
\$5,047	Solid Waste	
	Recycling	
	Library	
	4-100-12310-2400	\$1,800
	4-100-21100-2400	\$100
	4-100-21600-2400	\$1,255
	4-100-43400-2400	\$337
	4-100-42600-2400	\$200
	4-100-73100-2400	\$1,355
	\$5,047	
Debt Service	Joint Dispatch	
4-100-95100-9110	4-220-31400-1101	



\$21,154	\$21,154
Reserve for Contingency 4-100-91400-9618 \$6,073	Joint Dispatch 4-220-31400-1101 \$6,073
Reserve for Contingency 4-100-91400-9618 \$112,500	Recycling 4-10-42600-3161 \$112,500
Reserve for Contingency 4-100-91400-9618 \$5,720	Habitat for Humanity 4-100-81600-5683 \$5,720
\$495,063	\$495,063

A Resolution to Accept and Authorize Execution of Virginia Department of Aviation Land Acquisition Grant Agreement for Warrenton-Fauquier Airport

#### RESOLUTION

A RESOLUTION TO ACCEPT AND AUTHORIZE EXECUTION OF VIRGINIA  
DEPARTMENT OF AVIATION LAND ACQUISITION GRANT AGREEMENT  
FOR WARRENTON-FAUQUIER AIRPORT

WHEREAS, the Board of Supervisors of Fauquier County has adopted a Master Plan for the Warrenton-Fauquier Airport which provides for expansion of the Airport; and

WHEREAS, the County has submitted an application to the Virginia Department of Aviation (VDOA) for a State funding grant to assist in the development and expansion of the Warrenton-Fauquier Airport; and

WHEREAS, the Virginia Department of Aviation has approved a project grant (VDOA Project No. CF0068-04) for acceptance and execution by the appropriate Fauquier County official, for the purpose of providing funding to assist in the acquisition of the hereinafter described land for the expansion of the Airport:

Name	PIN	Acreage
Harry Lee Webster	7819-05-2089	1.7269 acres
Mary T. Kincheloe, Trustee	A portion of 7819-15-2817	57.2667 acres
William J. & Janice M. Pfamatter	7809-95-2820	5.0905 acres
William J. & Janice M. Pfamatter	7809-95-1226	11.50 acres
John W. & Linda Cantrell	7809-95-4740	2.8800 acres;

and

WHEREAS, the maximum obligation of the Commonwealth of Virginia under the grant is not to exceed \$54,120 and the grant is subject to certain terms and conditions as contained in said Grant Agreement; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 7th day of October 1997, That the Grant Agreement dated 16 September 1997, issued by the Virginia Department of Aviation (VDOA Project No. CF0068-04), for acquisition of certain property as hereinabove set forth and as further contained in the said Grant Agreement be, and is hereby, accepted; and, be it

RESOLVED FURTHER, That the County Administrator be, and is hereby, authorized to sign on behalf of the County the said Grant Agreement and any other necessary grant documentation.

A Resolution to Authorize Advertisement of a Public Hearing to Consider Amendment of a Lease Agreement Between Fauquier County and Tracey Corporation for T-Hangar Units Located at the Warrenton-Fauquier Airport

#### RESOLUTION

A RESOLUTION TO AUTHORIZE ADVERTISEMENT OF A PUBLIC HEARING  
TO CONSIDER AMENDING OF A LEASE AGREEMENT BETWEEN  
FAUQUIER COUNTY AND TRACEY CORPORATION FOR T-HANGAR  
UNITS LOCATED AT THE WARRENTON-FAUQUIER AIRPORT

WHEREAS, in meeting assembled 15 April 1997, and in accordance with the Request for Proposals process, the Fauquier County Board of Supervisors awarded the contract and lease for the design and construction of T-Hangar units at the Warrenton-Fauquier Airport to Tracey Corporation; and

WHEREAS, a Lease Agreement dated 15 April 1997 was entered into between the Board of Supervisors of Fauquier County, Virginia, and Tracey Corporation, a Virginia Corporation; and

WHEREAS, the Virginia Department of Aviation has now recommended that certain revisions be made to the Lease Agreement; and

WHEREAS, a proposed Lease Modification Agreement has been developed and, in meeting assembled 8 September 1997, the Fauquier County Airport Committee approved the recommended revisions; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 7th day of October 1997, That advertisement of a public hearing to receive citizen comment on proposed amendments to that certain Lease Agreement dated 15 April 1997, between Fauquier county and Tracey Corporation, for T-Hangar units at the Warrenton-Fauquier Airport be, and is hereby, authorized.

A Resolution Accepting the Proposal by the Rappahannock-Rapidan Planning District Commission to Serve as the Lead Agency to Coordinate the ISTEA Transportation Enhancement Grant for the Goose Creek Historic Bridge Site Improvement Project

#### RESOLUTION

Be It Resolved by the Fauquier County Board of Supervisors this 7th day of October 1997, That the proposal submitted by the Rappahannock-Rapidan Planning District Commission to serve as the lead agency coordinating all activities and administrative services for the ISTEA Transportation Enhancement grant for the Goose Creek Historic Bridge Site Improvement Project be, and is hereby, accepted.

Authorization to Revise Personnel Policy Section 41 - Grievance Procedure

RESOLUTION

A RESOLUTION TO AUTHORIZE THE REVISIONS TO PERSONNEL POLICY  
SECTION #41, GRIEVANCE PROCEDURE

WHEREAS, on November 19, 1991, the Fauquier County Board of Supervisors adopted Personnel Policy, Section 41, Grievance Procedure; and

WHEREAS, the grievance procedure is to provide a prompt, fair, and orderly method for the resolution of employee grievances; and

WHEREAS, voluntary mediation is offered as an alternative means of addressing and resolving workplace disputes in confidentiality; and

WHEREAS, mediation is available to all general County Government employees, including those in probationary status; and

WHEREAS, the mediation program is independent of any grievance rights an employee may have; and

WHEREAS, Piedmont Dispute Resolution Center is the independent agency that will administer the program; and

WHEREAS, the Personnel Department will be the office of record and will oversee the mediation program; and

WHEREAS, no additional funds would be required from the General Fund; now, therefore, be it

RESOLVED, by the Board of Supervisors this 7th day of October 1997, That the revision made to Personnel Policy, Section #41, Grievance Procedure, be, and is hereby, granted; and be it

RESOLVED FURTHER, That the effective date be October 1, 1997; and, be it

RESOLVED FINALLY, That the County Administrator be, and is hereby, directed to administer these revised policies and changes in accordance with applicable Fauquier County policies and procedures.

PERSONNEL POLICY

Fauquier County, Virginia

Policy Title: Grievance Procedure Policy:

OBJECTIVE: The purpose of this Grievance Procedure is to provide a prompt, fair, and orderly method for the resolution of employee grievances.

Voluntary mediation is offered as an alternative means to addressing and resolving workplace disputes. Mediation is available to all general County Government employees, including those in probationary status, and is independent of any grievance rights an employee may have. The Employee Mediation Program is a voluntary process in which neutrals assist employees in conflict to discuss issues in open, honest and confidential forums to arrive at mutually satisfactory agreements.

The Personnel Director, or his/her designee, function as the Program Coordinator and over see the County's Employee Mediation Program. All requests for mediation must be referred to the Program Coordinator.

I. DEFINITION OF GRIEVANCE

A. A grievance is a complaint or dispute by an employee relating to his employment, including but not necessarily limited to:

1. Disciplinary actions, including disciplinary demotions, suspensions, and dismissals provided that such dismissals result from an involuntary resignation or unsatisfactory job performance as imposed under the provisions of County Personnel Policy.

2. The application of personnel policies, procedures, rules and regulations and the application of ordinances and statutes.

3. Acts of retaliation taken as the result of utilization of this grievance procedure or the participation in the formal grievance (under this grievance procedure) of another County employee.

4. Acts of retaliation because the employee has complied with any law of the United States or of the Commonwealth of Virginia, has reported any violation of such law to a governmental authority, or has sought any change in law before the United States Congress or the General Assembly of Virginia.

5. Complaints of discrimination on the basis of race, color, creed, political affiliation, age, disability, national origin, or sex.

B. County Management Rights and Prerogatives

The County reserves to itself the exclusive right to manage the affairs and operations of County government. Accordingly, complaints involving the following management rights and prerogatives are not grievable:

1. Establishment and revision of wages or salaries, position classification or general benefits.

2. Work activity accepted by the employee as a condition of employment, or work activity which may reasonably be expected to be a part of the job content.

3. The contents of ordinances, statutes or established personnel policies, procedures, rules and regulations.

4. The methods, means, and personnel by which work activities are to be carried on, including but not necessarily limited to:

a. The provision of equipment, tools, and facilities necessary to accomplish tasks.

b. The scheduling and distribution of manpower/personnel resources.

c. Training and career development.

5. The hiring, promotion, transfer, assignment and retention of employees in positions within the County Service.

6. Failure to promote except where the employee can show that established promotional policies or procedures were not followed or applied fairly.

7. The relief of employees from duties, or taking action as may be necessary to carry out the duties of the County in emergencies.

8. Direction and evaluation of the work of County employees.

9. Termination, layoff, demotion or suspension from duties because of lack of work, reduction in force, or job abolition, except where such action affects an employee who has been reinstated within the previous six months as the result of the final determination of a grievance. In any grievance brought under the exception to this paragraph, the action shall be upheld upon a showing by the County that:

a. There was a valid business reason for the action, and

b. The employee was notified of the reason in writing prior to the effective date of the action.

## II. COVERAGE OF PERSONNEL

A. All full-time and part-time permanent employees in authorized positions listed in the personnel complement as approved by the Board of Supervisors are eligible to file grievances under this procedure with the following exceptions:

1. Key officials of the County. For purposes of this procedure, a key official is defined as a non-clerical member of the County Administrator's staff, or the head of a separate County agency or department, provided however, a key official may use this procedure to grieve his dismissal.

2. Members of boards or commissions.

3. Employees whose terms of employment are limited by law.

4. Officials and employees who serve at the will or pleasure of an appointing authority.

5. Appointees of elected individuals or elected groups.

6. Probationary employees in matters concerning their dismissal.

Probationary employees may, however, use this procedure for complaints or disputes other than dismissals that are determined to be grievable.

7. Temporary limited term, and seasonal employees.

8. Those personnel who are not required to be covered by the Fauquier County general government personnel system.

9. After the effective date of the resignation, any employee who has voluntarily resigned his position within the County workforce.

B. The County Administrator shall determine the officers and employees (by position) excluded from this grievance procedure and shall maintain in the Personnel Department a list of such excluded positions.

## III. OPERATION OF THE GRIEVANCE PROCEDURE

A. Step 1: Oral Presentation An employee who believes he has a grievance shall verbally identify the issue with his immediate supervisor within twenty calendar days of the incident giving rise to the grievance or within twenty calendar days following the time when the employee reasonably should have gained knowledge of its occurrence. At this time, the grievance is considered informal and need not be submitted or resolved in writing. A formal hearing is not required. Resolution of the grievance by the immediate supervisor shall be reached and communicated in writing, to the grievant within ten calendar days.

B. Step 2: Department Head Hearing If the grievant is not satisfied with and does not accept the Step 1 response, or if the immediate supervisor fails to respond within the required time frame, and the grievant wishes to advance to Step 2 of this procedure, the grievant shall reduce the grievance to writing on a Request for Grievance Hearing form (obtainable from the Personnel Department) and shall file the completed request form with his immediate supervisor within ten calendar days of receipt of the supervisor's response or the deadline for that response, whichever occurs first. The grievant shall specify the relief that he expects to gain through the use of this procedure. The immediate supervisor shall forward a copy of the completed request form immediately to the affected department head with a copy to the Personnel Department. The department head or his designee shall meet with the grievant within five calendar days of

receipt of the request form. Normally, the only persons who may be present at the meeting or hearing shall be the department head, the grievant, and the appropriate witnesses. The department head or his designee shall render a written response to the grievance within ten calendar days following receipt of the request form with a copy being sent to the Personnel Department.

C. Step 3: County Administrator's Hearing If the grievant is not satisfied with and does not accept the Step 2 written response, or if the department head or his designee fails to respond within the required time frame, and the grievant wishes to advance to Step 3 of this procedure, the grievant shall complete a Request for Grievance Hearing form indicating his desire to advance the grievance to Step 3. The request form, which is obtainable from the Personnel Department, shall be filed by the grievant with the Personnel Department within ten calendar days following receipt of the Step 2 response or the deadline for that response, whichever occurs first. If the County Administrator determines (or has previously determined) that the complaint is grievable, he or his designee shall meet with the grievant together with a representative of the affected department and the Personnel Department, appropriate witnesses for each side, and such other persons as the County Administrator or his designee deems necessary and appropriate. The County Administrator or his designee shall render a written response resolving the grievance within ten calendar days following receipt of the request form from the Personnel Department. In the event that the County Administrator or his designee rules that the complaint or a portion of the complaint is not grievable, the grievant may appeal that decision to the Circuit Court of the County of Fauquier as set out in Section IV(B) below.

D. Step 4: Grievance Panel If the grievant is not satisfied with and does not accept the Step 3 written response, or if the County Administrator or his designee fails to respond within the required time frames and the grievant wishes to advance to Step 4 of this procedure, the grievant shall complete a Request for Grievance Hearing form indicating his desire to advance the grievance to Step 4. The request form, which is obtainable from the Personnel Department, shall be filed by the grievant with the Personnel Department within ten calendar days following receipt of the Step 3 response or the deadline for that response, whichever occurs first. The request form shall contain the name of the person whom the grievant desires to serve on the grievance panel unless and until the grievant shall be heard by an impartial grievance panel as set out in Section VI of this procedure.

#### IV. GRIEVABILITY AND ACCESS

A. Grievability and access shall be determined by the County Administrator. Only after the County Administrator has determined that a complaint is grievable may a grievance be advanced through Steps 3 and 4 of this procedure. When the question of grievability arises at the department (Step 2) level, or whenever the question of access to this procedure arises, the grievant or the department head may request a ruling on grievability or a ruling on access, as the case may be, by the County Administrator. The County Administrator shall render a decision within ten calendar days of receipt of the request and shall send a copy of the decision to the grievant and the affected department head.

B. Decisions on either grievability or access to this procedure may be

appealed to the Circuit Court of the County of Fauquier. The grievant shall institute such appeals by filing a notice of appeal with the County Administrator within ten calendar days from the date the grievant received the decision and by giving a copy of the notice of appeal to the affected department head. Within ten calendar days after the filing of the notice of appeal, the County Administrator shall transmit to the Clerk of the Circuit Court a copy of the County Administrator's decision on grievability or access to the procedure, a copy of the notice of appeal, and copies of all exhibits. A list of the evidence furnished to the Court shall also be furnished to the grievant. The appeal will be heard by the Court as provided by law. The decision of the Court is final and is not appealable.

V. PROCEDURES FOR AND CONDUCT OF GRIEVANCE HEARINGS

Except as otherwise noted, the following rules apply to all levels of grievance hearings.

A. Role of the Director of Personnel

1. The Director of Personnel or his designee shall advise both employees and supervisors in matters concerning this grievance procedure.

2. Where a grievant appeals to Step 3 or Step 4 level, the Director of Personnel or his designee shall transmit the grievance record to the hearing officer or grievance panel, as the case may be, at the next higher level.

3. During Step 3 and Step 4 hearings, the Director of Personnel or his designee shall serve the hearing officer or grievance panel, as the case may be, as facilitator and advisor on personnel-related matters.

4. Neither the Personnel Director nor his designee shall be present during the grievance panel's private deliberations and decision-making process.

5. Neither the Personnel Director nor any member of the department shall serve as a hearing officer for Step 3 hearings or as a member of a grievance panel for Step 4 hearings.

B. Time intervals specified in Steps 1 through 4 may be extended by mutual consent of the parties.

C. When a deadline falls on Saturday, Sunday or County holiday, the next calendar day that is not a Saturday, Sunday, or County holiday shall be considered the last calendar day.

D. As far as practical, all grievance hearings shall be held during normal County working hours as defined in Section Number 9 of the County of Fauquier Personnel Policy Manual.

E. County employees who are necessary participants at grievance hearings shall not lose pay for time necessarily lost from their jobs and will not be charged leave because of attendance at such hearings.

F. At the Step 3 hearing, the grievant, at his option, may have present representative(s) of his choice. If the grievant is represented by legal counsel, the County likewise has the option of being represented by counsel.

G. The use of recording devices or a court reporter is not permitted at Step 1, 2, and 3 hearings. Only Step 4 hearings may be recorded. Where a Step 4 hearing is recorded, it will be the responsibility of the Director of Personnel or his designee to make the recording. There will be no other

recording permitted. If the grievant desires a transcript of the hearing, he shall bear the costs thereof.

H. Hearings are not intended to be conducted like proceedings in court and the rules of evidence do not necessarily apply.

I. At Steps 3 and 4, the hearing officer or the grievance panel, as the case may be, shall have the discretion to limit the attendance at the hearing to those who have a direct interest in the hearing.

J. At the request of either party, Step 3 and Step 4 hearings shall be private.

K. Except in cases involving discipline or in cases where the hearing officer or the grievance panel determines otherwise, the grievant shall present his evidence first.

L. The hearing officer or grievance panel, as the case may be, shall determine the propriety of and the weight to be given the evidence submitted.

M. Both the grievant and the County may call appropriate witnesses. All witnesses including the grievant shall be subject to examination and cross-examination.

N. Witnesses shall be present only while actually giving testimony.

O. The grievant shall not be entitled to recover more than that which he has requested and in any event no more than that which he has lost.

P. Where a grievant has obtained partial relief at one level of this grievance procedure but decides to appeal to the next higher level, the filing of a request form to the next higher level shall constitute a rejection of, and relinquishment of any claim to any and all relief granted at the previous level.

Q. Each party shall bear the costs and expenses, if any, of his legal counsel or representative.

#### VI. RULES CONCERNING GRIEVANCE PANELS AND PANEL HEARINGS

A. Selection of Grievance Panel. Within ten calendar days of receipt of the Step 4 request form, the County Administrator or his designee shall appoint a member to serve on the grievance panel, the grievant shall appoint a member to serve on the grievance panel, and these two panel members shall jointly select a third member who shall serve as the panel's chair. If the County's representative and the grievant's representative cannot agree on the third panel member, within five calendar days of the initial choice, the County Administrator shall request the Commissioner of Labor and Industry of Virginia to supply the names of five disinterested persons who are residents of Virginia, preferably residents of Fauquier County, to serve as the third member of the panel in the particular case. Upon receipt of the list, the members appointed by the grievant and the County shall select a third member from that list. If they are unable to agree, the grievant's member and the County's member shall each strike two of the five names. They shall alternate in the striking of names, the grievant's member exercising the first strike. The person whose name remains shall be the third member of the panel and shall serve as the panel's chair.

B. Eligibility to Serve on Grievance Panel. The panel shall not be composed



of any persons having direct involvement with the grievance being heard by the panel, or with the complaint or dispute giving rise to the grievance. Managers who are in a direct line of supervision of a grievant, persons residing in the same household as the grievant, and the following relatives of a participant in the grievance process or a participant's spouse are prohibited from serving as panel members: spouse, parent, child, descendants of a child, sibling, niece, nephew, and first cousin. No attorney having direct involvement with the subject matter of the grievance nor a partner, associate, employee or co-employee of the attorney shall serve as a panel member.

C. The following rules apply to Step 4 grievance panels and the conduct of Step 4 grievance panel hearings:

1. The grievant shall bear the reasonable costs and expenses, if any, of his panel member.
2. The County shall bear the reasonable costs and expenses, if any, of its panel member and those of the third panel member unless the grievant objects. Upon objection, the reasonable costs and expenses of the third panel member shall be shared equally between the County and the grievant.
3. No person shall receive any compensation, whether monetary or otherwise, for his time in serving as a member of a grievance panel. Notwithstanding this prohibition, a County employee serving as a member of a grievance panel may receive his usual County salary for the period he serves on such a panel.
4. The panel chairman shall promptly set the date, time, and location for hearing the grievance and shall notify the parties.
5. The Director of Personnel shall provide the panel with copies of the grievance record prior to the hearing, and shall provide the grievant with a list of the documents furnished to the panel.
6. At the request of the grievant, at least ten calendar days prior to the scheduled panel hearing, the grievant and his attorney shall be allowed access to and copies of all relevant files intended by the County to be used by it at the panel hearing.
7. The grievant shall furnish to the County copies of all documents, exhibits, and a list of witnesses that he intends to use at the panel hearing seven calendar days in advance of the hearing. Three calendar days after receiving these items from the grievant, the County shall furnish to the grievant copies of the same.
8. Both the grievant and the County may be represented by legal counsel or other representative at the panel hearing. Such representatives may examine, cross-examine, question, and present evidence on behalf of the grievant or the County before the panel without being in violation of the provisions of Virginia Code Section 54.1-3904.
9. The panel shall have the authority to determine the admissibility of evidence without regard to the burden of proof, or the order of presentation of evidence, so long as full and equal opportunity is afforded to all parties for the presentation of their evidence.
10. All evidence shall be presented in the presence of the panel and the parties except by mutual consent of the parties.
11. The decision of the panel should be rendered as soon as possible, but in any case, not later than five calendar days following the conclusion of the hearing.
12. The panel shall have the authority, if it finds based on the greater weight of the evidence that the grievant has been denied a benefit or wrongly disciplined without just cause (where such cause is required), to reverse, reduce, or otherwise modify such action and, where appropriate, to order the reinstatement of such employee to his former

position with back pay.

a. Back pay shall not exceed pay for time actually lost due to such suspension or discharge, in an amount the panel believes equitable.

b. Any award of back pay shall be offset by interim earnings the grievant earned during the period of separation.

c. The panel also has the power to sustain the County's action.

13. The panel shall not have authority to do any of the following:

a. Formulate policies or procedures.

b. Alter existing policies or procedures.

c. Circumscribe or modify the rights of the County as outlined in this procedure.

d. Exonerate an employee from all discipline when the guilt of the employee is admitted or is beyond question in the view of the panel.

e. Grant relief greater than that which the grievant has requested in the request form.

14. The majority decision of the panel, acting within the scope of its authority, shall be final and binding, subject to existing policies, procedures and law.

15. The question of whether the relief granted by a panel is consistent with written policy shall be determined by the County Administrator or his designee except if he has a direct personal involvement with the event or events giving rise to the grievance, in which case the decision shall be made by the Commonwealth's Attorney for the County of Fauquier.

16. Either party may petition the Circuit Court of the County of Fauquier for an order requiring implementation of the panel decision.

#### VII. COMPLIANCE

A. After the initial filing of a request form, failure of either party to comply with all substantial procedural requirement of this procedure without just cause shall result in a decision in favor of the other party on any grievable issue, provided the party not in compliance fails to correct the noncompliance within five working days of receipt of written notification by the other party of the noncompliance. Such written notification by the grievant shall be made to the County Administrator or his designee.

B. The County Administrator or his designee shall determine compliance issues. The County Administrator or his designee, at his option, may require a clear written explanation of the basis for just cause extension or exceptions.

C. Compliance determinations made by the County Administrator or his designee shall be subject to judicial review which shall be initiated by the grievant filing a petition with the Circuit Court of the County of Fauquier within thirty calendar days of the compliance determination.

#### VIII. REQUEST FOR GRIEVANCE HEARING FORM

At Steps 2, 3, and 4 of this procedure, the grievant must complete and file a Request for Grievance Hearing form, sometimes referred to in this procedure as "the request form",

in accordance with the terms of this procedure and in accordance with the instructions contained on the request form itself. The request form is available from the Personnel Department.

## IX. MISCELLANEOUS

A. Assistance. Assistance on the use of this procedure is available by contacting the Personnel Department.

B. Terminology. The terms "he", "his", and "him" used in this procedure are used in a general sense and are not intended, and should not be interpreted, to exclude the feminine gender.

C. Personnel Complement. Shall include employees of Constitutional Officers and the Department of Social Services, provided that the Constitutional Officer or Department Head shall, in writing, opt to place his employees under the Fauquier County Grievance Procedure.

D. Department Head. Shall include Department Heads, Constitutional Officers and Agency Heads.

Authorization to Revise Personnel Policy Section 35 - Employee Recognition Program

## RESOLUTION

A RESOLUTION TO AUTHORIZE THE REVISIONS TO PERSONNEL POLICY  
SECTION #35, EMPLOYEE RECOGNITION PROGRAM

WHEREAS, on July 16, 1991, the Board of Supervisors approved the resolution which established the Employee Recognition Program; and

WHEREAS, the Fauquier County Board of Supervisors recognizes that the County's employees are a most important resource; and

WHEREAS, candidates will be selected on a quarterly basis by a selection committee consisting of ten representatives of County and School employees; and

WHEREAS, evaluating factors for selecting employees will consist of leadership qualities; creative contributions in the work environment; positive interaction with students, faculty, supervisors and community; and willingness to make an extra effort to improve programs and/or departmental functions; and

WHEREAS, Constitutional Officers and Department Heads are eligible to receive this award; and

WHEREAS, retirees with a minimum of 15 years of service will receive a lifetime pass to attend all Fauquier County Public School functions; now, therefore, be it

RESOLVED, by the Board of Supervisors this 7th day of October 1997, That the revisions made to Personnel Policy, Section #35, Employee Recognition Program, be, and are hereby, granted; and be it

RESOLVED FURTHER, That the effective date be October 1, 1997; and, be it

RESOLVED FINALLY, That the County Administrator be, and is hereby, directed to administer these revised policies and changes in accordance with applicable Fauquier County policies and procedures.

## PERSONNEL POLICY

Fauquier County, Virginia

Policy Title: Employee Recognition Program

## I. PURPOSE

The County of Fauquier recognizes that the County's employees are the Government's most important resource. The Fauquier County Government requires a staff of qualified employees working cooperatively to achieve the goals of the County Government. Among the staff of County employees are many who distinguish themselves by the quality of their work and the dedication with which they serve. The County Board of Supervisors wishes to ensure the special contributions of these employees are made known to all Boards, fellow employees, and to the community. In order to ensure such recognition, the Fauquier County Board of Supervisors have established an Employee Recognition Program. The Employee Awards program has been established to recognize those County employees who have performed or provided a notable act, achievement or service for the County. The Employee Recognition Program is intended to encourage leadership, initiative, creativity, cooperation, and loyalty.

## II. SCOPE

Any permanent employee of the County may participate in the program.

## III. RESPONSIBILITY

The County Administrator will delegate responsibility for program administration to the Personnel Director. The County Administrator reserves the right to amend or terminate this program upon approval of the Board of Supervisors.

## IV. AWARD CATEGORIES

A. Letter of Appreciation. This may be issued to any employee who has demonstrated an excellent or outstanding performance or service. The letter may be issued at any time by an immediate supervisor, division or department director, or the County Administrator.

B. Distinguished Meritorious Service Citation. This certificate may be awarded at any time by the County Administrator to any employee who performs an act of heroism in the face of personal injury or risk of life.

C. Award of Excellence. This certificate may be awarded at any time by a department director to any employee who performs a particular noteworthy act or whose service is based upon sustained excellent or outstanding performance of duties.

D. Retirement Award. Any retiring employee who has faithfully served the County is eligible for this award. The County Administrator will issue a letter of commendation and certificate of service to all the retiring employees. The Board of Supervisors may adopt a resolution honoring the employee and may present, at its discretion, a special award to the retiree.

All employees retiring from the Fauquier County Government and Fauquier County Public Schools with a minimum of fifteen (15) years of service will receive

a lifetime activities pass to attend all Fauquier County Public School functions.

E. Employee and/or Team of the Month Award. Employee of the Quarter/Team of the Quarter. The Board of Supervisors The Selection Committee will select and present this award to one the employee(s) and/or team each month quarter. Candidates may be nominated by any other County Government or School employee. Nomination forms should be submitted to the Personnel Department by the 22nd of the month in order to be considered for the award for the following month. A nomination form must be submitted to the Selection Committee on or before the deadline. Employees may be nominated more than one time during the award year, but normally are only eligible to receive the award one time per year. for recognition once in a three year period. Department Heads and Constitutional Officers are not eligible to receive this award.

The Selection Committee will be looking for employees who show leadership qualities, contribute creatively in their work environment, interact positively with students, faculty, supervisors and community; and make the extra effort to improve programs /departments.

The employee or team will be selected on the merits of outstanding performance and productivity, positive job attitude and other noteworthy contributions to their department and to the County. Civic activities may be considered. Recipients of this award will receive a certificate, a one -time bonus of \$100 (in the case of a team of the Month Award, \$100 to be evenly divided among the recipients), the right to use the designated Employee of the Month parking space, and the recipient's name will be added to the Employee Of the Month plaque located on the second floor lobby of the `Court and office building. Recipients over the past twelve month award period will be recognized at the Annual Awards Reception.

F. Employee and /or Team of the Year Award. The Board of supervisors will select and present this award to one employee and/or team each year. Eligible candidates will be those employees or teams who received an Employee and/or Team of the Month award over the past twelve month award period. This award will be presented to the employee and/or team whose service most services as an example to all other employees within the County. The recipient(s) of the award will receive a certificate at the Annual awards Reception and a one-time bonus of \$250 (in the case of a Team of the Year Award, \$250 to be evenly divided among the recipients).

F. Special Recognition Awards. Employees who receive this award have meritoriously executed a service or extraordinary act which has a lasting impression on the School Division/County Government.

A nomination form must be submitted to the Selection Committee on or before the deadline.

G. Service Awards. All employees will be recognized for their length of service to the County. Employees will be awarded a certificate and lapel pin or tie tac, both of which are designed in the shape of Fauquier County, for the following years of completed service:

5 years service	Sterling Silver
10 years service	10K gold
15 years service	14K gold
20 years service	14K gold with one diamond

25 years service	14K gold with two diamonds
30 years service	14K gold with three diamonds
35 years service	14K gold with four diamonds
40 years service	14K gold with five diamonds

These awards will be presented by the Board of Supervisors at the Annual Awards Reception which will be held in December of each year.

V. Award Year

The award year will coincide with the calendar year (January through December)

VI. Annual Awards Reception

The various employee awards will be presented or recognized at an Annual Awards Reception to be held at the end of each award year.

VII. Selection Committee

The Selection Committee consists of ten members selected by the Personnel Director to represent all County and School offices. Members of the Committee will serve no longer than two years.

VIII. Awards Presentation

At the time of the selection, the Employee(s) of the Quarter/Special Recognition/Team Recognition awardee(s) will be presented a letter of recognition or certificate by the Chairman of the School Board or Board of Supervisors at a designated Board meeting with a copy to the employee's supervisor. A copy of the letter of recognition will become a part of the employee's permanent personnel record. Notification will be sent to all departments, schools, and facilities as to the date, time and location of the annual banquet for the School Division employees and the annual reception for County Government employees.

IX. Program Coordinator

The Program Coordinator will have the following responsibilities:

- A. Receive nominations
- B. Call committee meetings
- C. Oversee annual recognition banquet/program
- D. Publicize recognition program and award recipient
- E. Notify award recipients
- F. Notify presenters of awards
- G. Order service awards
- H. Have forms/booklets, invitations and program printed

X. Publicity

Local publicity is considered an important part of this entire program and will be widespread in the community. The names of the award recipients, as well as other aspects of the recognition program, will be publicized at all job sites, highlighted in the County newsletter, News & Views, and local media coverage.

XI. Nomination Forms

Forms may be obtained at any job site or by contacting the Personnel Director who serves as the Program Coordinator. Once completed they should be sent along with documentation to the Program Coordinator, Personnel Department.

XII. Submitting Nomination Forms

All nominations forms for the Employee of the Quarter, Special Recognition, Team Recognition awards shall be sent to the Program coordinator, along with any documentation no later than the last day of the fifth (5th) week of each nine week period. Specific dates will be publicized at all work sites in September of each year.

XIII. Quarters

Same as each nine week period in the school calendar and extended through the summer to accommodate year round employees.

Authorization to Revise Personnel Policy Section 16 - Training, Career Development and Education Assistance

RESOLUTION

A RESOLUTION TO AUTHORIZE THE REVISIONS TO PERSONNEL POLICY, SECTION #16, TRAINING, CAREER DEVELOPMENT, AND EDUCATION ASSISTANCE

WHEREAS, on October 1, 1991, the Fauquier County Board of Supervisors adopted Personnel Policy, . Section #16, Training, Career Development, and Education Assistance; and

WHEREAS, it is the interest of the Board of Supervisors to create a workplace that encourages professional and personal growth opportunities; and

WHEREAS, full time permanent employees, who have completed their probationary period are eligible to participate in this program; and

WHEREAS, education plans must enhance the skills of the employee in their immediate position or a position the employee might reasonably be expected to fill through promotion; and

WHEREAS, the maximum number of semester hours reimbursable is not to exceed eighteen (18) semester hours per calendar year; and

WHEREAS, tuition reimbursements are subject to the availability of funds in a dedicated reserve for education assistance program; and

WHEREAS, employees will agree, through contract with the county, to reimburse the total cost of the tuition assistance should the employee terminate employment prior to twelve (12) months following completion of the course; now, therefore, be it

RESOLVED, by the Fauquier County Board of Supervisors this 7th day of October 1997, That the revisions made in Personnel Policy, Section #16, Training, Career Development, and Education Assistance, be, and are hereby,

approved; and be it

RESOLVED FURTHER, That the effective date of these revisions be October 1, 1997; and, be it

RESOLVED FURTHER, That the County Administrator, be, and is hereby, directed to administer this revised policy and changes in accordance with applicable Fauquier County Government policies and procedures.

#### PERSONNEL POLICY

Fauquier County, Virginia

Policy Title: Training, Career Development, and Education Assistance Policy

##### I. Purpose

The Board of Supervisors recognizes that County services are enhanced by well trained and educated employees. The Board is interested in creating a workplace that encourages excellence in employee performance by providing professional and personal growth opportunities, a motivational work environment, quality work experiences, and rewards for individual and team-based accomplishment.

##### II. Scope

Full-time permanent employees, who have completed their probationary period, are eligible for this program. Part-time permanent employees may be considered for eligibility only if a special request is made by the Department Head.

##### III. Training and Career Development

Types of Training for County Employees; Designated County Department Responsible for coordination of Training and Staff Development in the County.

a. County-wide: This training is funded in the Personnel Department and consists of general training applicable to the majority of the workforce such as supervisory training, interpersonal skills development, computer application software classes, etc. The Training Coordinator, under the direction of the Personnel Director, coordinates this training with the workforce.

b. Agency-specific: This training is funded in the individual departmental budgets line items for training relating to the specific work-related training requirements of the department. An example of this type of training is a professional certificate in human resources management for an employee in the Personnel Department.

c. Tuition Reimbursement Program: This training is funded in the Personnel Department and is designed to reimburse employees in any department for courses taken leading to a formal professional accreditation or degree from a university.

##### Guiding Principles

a. Training and career development opportunities shall be made equitably without regard to race, sex, age, marital status, religion, disability or national



origin.

b. Employee training and career development activities must be related to organizational goals and objectives

c. As funding and resources are available, the County will offer a training and career development program which will address organizational needs, skill development and acquisition of knowledge.

d. Employee training and career development should enhance quality job performance so that County needs are met and service delivery is improved. Training and career development activities should be developed and administered primarily for the acquisition and enhancement of skills that benefit current job performance, and secondarily for future career potential with the County.

e. Employees should be encouraged to plan career goals and to take courses in support of those goals which will develop their skills and abilities and result in enhanced value to the County. Career development is considered necessary for continued growth in one's current position and future employment in the County.

f. Training and Career Development should be an integral component of the performance evaluation and goal setting process between the employee and the supervisor.

g. If an employee uses the Tuition Reimbursement Program, the employee will be required to enter into an agreement with the County to reimburse the County for the full amount of costs associated with the course taken through the Tuition Reimbursement Program if the employee fails to remain with the County for at least 12 months following the completion of the course.

### III> Training

The County shall offer job related employee training programs through utilization of in-house sources, and approved outside courses, so that employees may develop their knowledge, skills and abilities to the fullest possible extent in furtherance of their careers and in the best interests of the County. Employees may participate in official meetings, seminars, training courses, examinations and other activities directly related to the employee's work. Such functions must be recommended and approved by the appropriate supervisory levels.

### IV. Specific Requirements for the Tuition Reimbursement Program

Justification for having an employee's "education plan" funded through the Tuition Reimbursement Program is provided by the employee to the immediate supervisor for their review. The following guidelines apply for this program.

a. The education plan must enhance the skills of the employee in his or her immediate position, or for a position that the employee might reasonably be expected to fill in the future through such management directed actions as promotion, reassignment, reclassification, transfer or creation of a new position. It is recognized that some courses taken, such as electives, are not necessarily, directly attributable to an employee's occupation but are necessary to complete the education plan whether it be a formal degree or a professional designation such as a Certified Public Accountant, for example.

b. The employee may take several courses in succession in order to

complete a program or curriculum. The maximum number of semester hours reimbursable is 18 semester hours per calendar year based on a cost per semester hour at George Mason University.

c. Requests for reimbursement must be submitted to the employee's supervisor no less than one (1) month prior to the closing of registration for the individual course. The request must include the total cost of the course, all pertinent details of information concerning the course - such as the name of the facility offering the course, course title, number of credit hours pursued - and a clear demonstration that the course is job related. If the reimbursement is for a class or period of instruction that is part of an overall and previously approved training program, then the test for reimbursement justification will have been met.

d. The Personnel Director shall review the request and, upon approval from the County Administrator, shall require execution of a contract. (Tuition Reimbursement Agreement) between the employee and the County whereby the employee will agree to reimburse the County the total cost of the tuition assistance should the employee decide to leave County service prior to twelve (12) months following completion of the course.

e. The employee must bear the initial cost of registration, books, tuition and other fees necessary for enrollment. After successful completion of the course by attainment of a grade of "C" or higher, or a "passing" grade for courses taken on a pass/fail basis, the employee, upon presentation of an official bill or receipt of payment, may be fully reimbursed at 100 percent of the total allowable costs of the period of instruction.

f. Allowable expenses include registration fees, tuition, lab fees and other charges for general school services. Allowable expenses do not include books, equipment, mileage and meals reimbursement.

g. All reimbursements are subject to the availability of funds within the Personnel Department's budget. In the event it becomes apparent that the amount appropriated for this program will not be adequate to fund all legitimate requests, approvals will be granted based upon the intent of serving as many employees as possible.

h. Courses may be attended during scheduled or nonscheduled work hours, subject to supervisory approval. Discretion, leadership, and individual department head judgment should be used if some courses will impact on the employee's scheduled work hours. In the event that approval is not granted for class attendance during employee's scheduled work hours, employee will be required to use annual or compensatory leave to cover time away from the office.

#### V. Educational Leave (Leave Without Pay)

When it is in the best interest of the County to do so, a full-time permanent employee may be granted leave without pay for a period not to exceed one (1) year for formal education continuance, such as the attainment of a degree or professional certification or license. Such leave must be recommended and approved by appropriate supervisory levels, submitted to the Personnel Director for comments, then forwarded to the County Administrator for final approval. Such leave which extends beyond ninety (90) days must receive prior approval from the Board of Supervisors.

It should be noted that the employee will be reinstated to their former position at the completion of the Leave Without pay period determined by the

Board of Supervisors.

Employees on leave without pay who do not remain in the County service for at least the agreed upon length of time will be required to pay back the amount of the educational reimbursement provided by the County proportionate to the length of time not served. The Tuition Reimbursement Agreement form must be completed prior to granting the employee this type of leave.

VI. Enrollment in special Courses of Study (Leave With Pay)

All full-time permanent employees, who have completed their probationary period., engaged in professional or technical work may be granted a leave of absence, not to exceed one (1) year with full or partial pay for enrollment in a special institute or course of study deemed to be of direct benefit to the County government. Such leaves of absence, together with the amount of pay to be provided, must be recommended and approved by appropriate supervisory levels, submitted to the Personnel Director for comments, then forwarded to the County Administrator for final approval. Such leave which extends beyond ten (10) working days must receive prior approval from the Board of Supervisors.

This type of leave may be granted only if the employee indicates his/her intent to remain in County service for a minimum of twelve (12) months upon completion of the course of study, or for such other period of time as recommended to and approved by the Board of Supervisors. Employees on leave with full or partial pay, who do not remain in the County service for at least the agreed upon length of time will be required to pay back the amount of the educational reimbursement provided by the County proportionate to the length of time not served. The Tuition Reimbursement Agreement form must be completed prior to granting the employee this type of leave.

VII. Maintenance of Training Files

A copy of all education and training courses completed by employees requiring official County approval for expenditure of County funds, or leaves of absence from official duty, shall be placed in the employee's official personnel record. Inclusion and maintenance of such training information shall be recognized as helpful in determining future training needs, evaluating career development, determining qualification and assuring appropriateness of training requests. The administration of the County's Training Program is the responsibility of the Personnel Department.

Fauquier County  
Education Training Reimbursement Agreement  
For Leave With or Without Pay

I, [Name of employee], do hereby acknowledge and agree that should I terminate my employment with the County, or am terminated with cause, within 12 months of the completion date of my educational leave [with or without] pay, my final County compensation will be less a proportionate share of educational reimbursements I have received from the County for my attendance at [School or Institution]. If my final compensation from the County is not sufficient to cover these costs, I covenant and agree that I will be responsible for full reimbursement of these costs to the County.

I hereby acknowledge that if I receive a grade of less than "C" or "Passing" the County will not reimburse any expense.

I also hereby acknowledge that [Name of Official], has discussed this policy, the expenses for which I may be reimbursed, and the meaning of this

agreement with me, prior to being granted educational leave [with or without] pay and that I understand the terms of the policy and this agreement.

Signature of Employee

Date

Signature of Official

Date

Authorization to Create Consolidated Annual Leave Accrual Rates - County and School Classified Employees

#### RESOLUTION

A RESOLUTION TO ESTABLISH EQUITABLE MONTHLY ACCRUAL RATES  
FOR ANNUAL LEAVE FOR PERMANENT GENERAL COUNTY GOVERNMENT  
AND SCHOOL CLASSIFIED EMPLOYEES

WHEREAS, effective July 1, 1995, the Fauquier County General Government and the Fauquier County Public School System consolidated certain services; and

WHEREAS, it is the shared intent of the School Board and the Board of Supervisors to create an equitable working environment between the County Government and the School Division; and

WHEREAS, annual leave is earned by employees on a monthly basis beginning from the date of appointment to a permanent position; and

WHEREAS, annual leave shall be earned and accrued by all full time permanent employees working 37.5 hours a week as follows: 0-5 years of service at 7.5 hours per monthly pay period; 6-10 years of service at 9.5 hours per monthly pay period; 11-15 years of service at 11.5 hours per monthly pay period; and 16-20 years of service at 13.5 hours per monthly pay period, and 20 years of service and over at 15 hours per monthly pay period; and

WHEREAS, annual leave shall be earned and accrued by all full time permanent employees working 40 hours a week as follows: 0-5 years of service at 8 hours per monthly pay period; 6-10 years of service at 10 hours per monthly pay period; 11-15 years of service at 12 hours per monthly pay period, and 16-20 years of service at 14 hours per monthly pay period, and 20 years of service and over at 16 hours per monthly pay period; and

WHEREAS, permanent employees, including part time permanent, who work revised schedules shall earn and accumulate annual leave on a pro-rated basis; and

WHEREAS, annual leave does not accrue for any period unless the employee is compensated for at least one-half (1/2) of the working days per monthly pay period; now, therefore, be it

RESOLVED, by the Fauquier County Board of Supervisors this 7th day of October 1997, That permanent County and School Classified employees be, and are hereby, granted, equitable annual leave accrual rates, effective October 1,

1997; and, be it

RESOLVED FURTHER, That County Department Heads, School Administrators and Principals will process the appropriate leave sheets to the Finance Department on a monthly basis.

RESOLVED FINALLY, That the Personnel Department be charged with the responsibility for preparing implementation amendments to the "Leave" sections of the Fauquier County Personnel Policies.

Acceptance of Foxview Drive in the Broadview Manor Estates Subdivision Into the Secondary Highway System

#### RESOLUTION

FAUQUIER COUNTY BOARD OF SUPERVISORS  
SUBDIVISION STREET ACCEPTANCE  
BROADVIEW MANOR ESTATES SUBDIVISION  
MARSHALL MAGISTERIAL DISTRICT

WHEREAS, a certain street titled "Broadview Manor Estates Subdivision, Fauquier County" dated September 26, 1997, and is shown on plats recorded in the Clerk's Office of the Circuit Court of Fauquier County; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised this Board the streets meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation; and

WHEREAS, the above street serves a genuine need; and

WHEREAS, Fauquier County and the Virginia Department of Transportation have entered into an agreement on February 7, 1995, for comprehensive stormwater detention, which applies to this request for addition; now, therefore, be it

RESOLVED, by the Fauquier County Board of Supervisors this 7th day of October 1997, That the Virginia Department of Transportation be, and is hereby, requested to take the necessary action to add the above described street into the State Highway Secondary System for maintenance, as provided in 33.1-229, Code of Virginia, and the Virginia Department of Transportation's Subdivision Street Requirements; and, be it

RESOLVED FURTHER, That this Board does guarantee the Commonwealth of Virginia a minimum unrestricted right-of-way of fifty (50) feet in the Broadview Manor Estates Subdivision, with necessary easements for cuts, fills, and drainage, recorded in Deed Book 595, Pages 234-242, and dated April 7, 1988; and, be it

RESOLVED FINALLY, That a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

#### APPOINTMENTS

Mr. Brumfield moved to appoint Carl Billingsly to the Public Safety Radio Committee to represent the Volunteer Fire and Rescue Association. Mr. Burton

seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. David C. Mangum; Mr. James G. Brumfield; Mr. Wilbur W. Burton; Mr. James R. Green, Jr.; Mr. Larry L. Weeks  
Nays: None  
Absent During Vote: None  
Abstention: None

Mr. Green moved to appoint Harry Atherton to the Ordinance Regulation Advisory Committee (ORAC) to fill an unexpired term. Mr. Weeks seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. David C. Mangum; Mr. James G. Brumfield; Mr. Wilbur W. Burton; Mr. James R. Green, Jr.; Mr. Larry L. Weeks  
Nays: None  
Absent During Vote: None  
Abstention: None

SUBLEASE OF A PORTION OF VINT HILL FARMS FOR PARKS AND RECREATION PURPOSES FROM THE VINT HILL ECONOMIC DEVELOPMENT AUTHORITY

Mr. Green moved to adopt the following resolution. Mr. Burton seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. David C. Mangum; Mr. James G. Brumfield; Mr. Wilbur W. Burton; Mr. James R. Green, Jr.; Mr. Larry L. Weeks  
Nays: None  
Absent During Vote: None  
Abstention: None

RESOLUTION

A RESOLUTION AUTHORIZING THE EXECUTION OF  
A SUBLEASE OF A PORTION OF THE VINT HILL FARMS  
FROM THE VINT HILL FARMS ECONOMIC DEVELOPMENT  
AUTHORITY FOR PARKS AND RECREATION PURPOSES

WHEREAS, the Fauquier County Department of Parks and Recreation desires to use facilities located on Vint Hill; and

WHEREAS, the Economic Development Authority has prepared a sublease permitting the use of portions of the facility for parks and recreation purposes; now, therefore, be it

RESOLVED by the Board of Supervisors of Fauquier County this 7th day of October 1997, That the County Administrator be, and is hereby, authorized to execute a sublease with the Vint Hill Farms Economic Development Authority for Parks and Recreation purposes.

REQUEST TO VACATE A PLAT OF SUBDIVISION FOR PHASE 2 LEE'S CROSSING SUBDIVISION LOCATED AT CORRAL FARM

Mr. Burton moved to adopt the following resolution. Mr. Weeks seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. David C. Mangum; Mr. James G. Brumfield; Mr. Wilbur W. Burton; Mr. James R. Green, Jr.; Mr. Larry L. Weeks  
Nays: None  
Absent During Vote: None  
Abstention: None

## RESOLUTION

A RESOLUTION AUTHORIZING AND CONSENTING TO THE VACATION OF  
THE PLAT OF SUBDIVISION FOR PHASE 2 OF LEE'S CROSSING  
SUBDIVISION AND AUTHORIZING THE AMENDMENT OF A  
STORMWATER/BMP MANAGEMENT AGREEMENT

WHEREAS, the party of the first part acquired all that certain tract or parcel of land, with improvements thereon, lying and being situate in the Lee Magisterial District, Fauquier County, Virginia known as "The Corral Farm" and more particularly described in the deed from B.G. Sowder, Trustee, to the Board of Supervisors of Fauquier County, Virginia, a body politic, dated April 12, 1993, and recorded April 12, 1993, in Deed Book 692 at Page 431, among the land records of Fauquier County, Virginia; and

WHEREAS, located upon the Corral Farm property acquired by the Board of Supervisors was a subdivision of a portion of said parcel designated as "LEE'S CROSSING, PHASE 2" as set forth in that survey of VH&D, Inc., Land Planners & Surveyors, Warrenton, Virginia, dated January 16, 1991, and approved by the Board of Supervisors on November 18, 1992, and recorded November 19, 1992, in Deed Book 684 at Page 793 in the said Clerk's Office; and

WHEREAS, Section 15.1-482(1) permits the vacation of a subdivision plat by the owner of all lots with the consent of the governing body; and

WHEREAS, the Board of Supervisors of Fauquier County is the owner of all the lots in Lee's Crossing, Phase 2; and

WHEREAS, the Board of Supervisors, as owner of the property, deems it to be in the best interests of all concerned to vacate the said Subdivision; and

WHEREAS, the Board of Supervisors has executed a Stormwater/BMP Management Agreement in conjunction with its development of a portion of the Corral Farm for a sanitary landfill; and

WHEREAS, the aforesaid Stormwater/BMP Management Agreement is recorded in Deed Book 744 at Page 414 among the land records of Fauquier County; and

WHEREAS, the State Board for Community Colleges has requested modifications to the Stormwater/BMP Management Agreement to clarify that the Agreement does not have application to the approximately 48 acres of land to be donated by the County to the State Board for Community Colleges; and

WHEREAS, the Board of Supervisors by its adoption of this resolution deems the requested amendments to be acceptable to it; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 7th day of October 1997, That the Board of Supervisors does hereby consent to the vacation of the aforesaid Plat of Subdivision of "LEE'S CROSSING, PHASE 2", said plat being recorded in Deed Book 684 at Page 793; and, be it

RESOLVED FURTHER, That the Chairman of the Board of Supervisors be, and is hereby, authorized to execute a Deed of Vacation of the aforesaid plat of Phase 2 of Lee's Crossing Subdivision and to record said Deed of Vacation among the land records of Fauquier County in the Office of the Clerk of the Circuit Court of Fauquier County; and, be it

RESOLVED FURTHER, That the Chairman of the Board of Supervisors be, and is hereby, authorized to execute an amendment to the Stormwater/BMP Management Modification Agreement clarifying its application only to the landfill area of Corral Farm; and, be it

RESOLVED FINALLY, That the Chairman of the Board of Supervisors be, and is hereby, authorized to record said Stormwater/BMP Management Modification Agreement among the land records of Fauquier County in the Office of the Clerk of the Circuit Court of Fauquier County.

REQUEST FOR COMPENSATION DUE TO THE LANDFILL OPERATION -  
BRUCE CASNER

John Marshall, Jr., representing Bruce Casner and Sonya Sanchez, presented a claim for damages to their property due to the landfill operation.

Mr.

Burton moved to table a decision until the November 4, 1997 meeting. Mr. Weeks seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. David C. Mangum; Mr. James G. Brumfield; Mr. Wilbur W. Burton; Mr. James R. Green, Jr.; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

SUPERVISORS TIME

Mr. Burton requested that the Board consider holding a work session with officials from the County and State to review regulations on spreading sludge. The Board of Supervisors agreed to have a work session as soon as arrangements could be made with state and local officials.

Mr. Weeks asked that a copy of a memorandum from Great Meadow regarding procedures for special events be sent to the Planning Commission, Zoning Administrator and Board of Supervisors.

Mr. Weeks stated that he had received numerous calls from teachers regarding an extended workday. He informed them that extending the workday for teachers was a School Board issue and not a Board of Supervisors issue.

Mr. Weeks requested that the full Board receive a financial presentation prior to setting goals and objectives at the October 14-15 retreat.

Mr. Green asked for the Board of Supervisors support in requesting that the Virginia Department of Transportation re-evaluate Cannonball Gate Road (Route 628) for a speed limit reduction. The Board agreed to consider a proposed resolution at the November 4, 1997 meeting.

Mr. Green reported that the bids for the Paris water system were higher than expected. This will be discussed at the November 4, 1997 Board meeting.

Mr. Brumfield stated that the Radio Communications Study Committee is in the process of meeting.

Mr. Brumfield reported that the Teacher Compensation Task Force had not met recently because of the lack of funding in the budget.



Mr. Brumfield suggested that air traffic be considered during the review and update of the Comprehensive Plan.

Mr. Brumfield said that he was appointed to a negotiation subcommittee for the Vint Hill Economic Development Authority.

#### EXECUTIVE SESSION

Mr. Burton moved to go into executive session pursuant to Virginia Code Section 2.1-344(A) (1) for discussion or consideration of personnel matters and Section 2.1-344(A) (7) for consultation with legal counsel pertaining to actual or probable litigation or other specific legal matters relating to the zoning ordinance violation on the 1763 Inn property owned by Uta Emberger Kirchner. Mr. Weeks seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. David C. Mangum; Mr. James G. Brumfield; Mr. Wilbur W. Burton; Mr. James R. Green, Jr.; Mr. Larry L. Weeks  
Nays: None  
Absent During Vote: None  
Abstention: None

Upon reconvening from executive session, Mr. Burton moved to adopt the following certification. Mr. Weeks seconded.

#### CERTIFICATION OF EXECUTIVE MEETING

WHEREAS, the Fauquier County Board of Supervisors has convened an executive meeting on this date pursuant to an affirmative recorded vote and in accordance with the provision of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.1-344.1 of the Code of Virginia requires a certification by this Board of Supervisors that such executive meeting was conducted in conformity with Virginia Law; now, therefore, be it

RESOLVED this 7th day of October 1997, That the Fauquier County Board of Supervisors certifies that, to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the executive meeting were heard, discussed or considered by the Fauquier County Board of Supervisors.

#### VOTE:

Ayes: Mr. David C. Mangum; Mr. James G. Brumfield; Mr. Wilbur W. Burton; Mr. James R. Green, Jr.; Mr. Larry L. Weeks  
Nays: None  
Absent During Vote: None  
Absent During Meeting: None

#### SETTLEMENT AGREEMENT BETWEEN FAUQUIER COUNTY BOARD OF SUPERVISORS AND UTA EMBERGER KIRCHNER

Mr. Green moved to suspend Section 5-1 and 5-2 of the By-Laws and

Rules of Procedure of the Fauquier County Board of Supervisors to allow amendment of the agenda to add Settlement Agreement Between Fauquier County Board of Supervisors and Uta Emberger Kirchner. Mr. Weeks seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. David C. Mangum; Mr. James G. Brumfield; Mr. Wilbur W. Burton; Mr. James R. Green, Jr.; Mr. Larry L. Weeks  
Nays: None  
Absent During Vote: None  
Abstention: None

Mr. Green then moved to authorize the Chairman to sign the Settlement Agreement between the Fauquier County Board of Supervisors and Uta Emberger Kirchner. Mr. Brumfield seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. David C. Mangum; Mr. James G. Brumfield; Mr. Wilbur W. Burton; Mr. James R. Green, Jr.; Mr. Larry L. Weeks  
Nays: None  
Absent During Vote: None  
Abstention: None

PUBLIC HEARING - PROPOSED RESOLUTION AUTHORIZING THE  
ISSUANCE OF UP TO \$3,500,000 IN GENERAL OBLIGATION BONDS TO THE  
VIRGINIA PUBLIC SCHOOL AUTHORITY FOR THE PURPOSE OF  
FINANCING CERTAIN CAPITAL SCHOOL PROJECTS

A public hearing was held to consider a proposed resolution authorizing the issuance of up to \$3,500,000 in general obligation bonds to the Virginia Public School Authority for financing certain capital school projects. No one spoke. The public hearing was closed. Mr. Burton moved to adopt the following resolution. Mr. Weeks seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. David C. Mangum; Mr. James G. Brumfield; Mr. Wilbur W. Burton; Mr. James R. Green, Jr.; Mr. Larry L. Weeks  
Nays: None  
Absent During Vote: None  
Abstention: None

#### RESOLUTION

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT  
TO EXCEED \$3,500,000 GENERAL OBLIGATION  
SCHOOL BONDS OF THE COUNTY OF FAUQUIER,  
VIRGINIA, SERIES 1997 A, TO BE SOLD TO THE  
VIRGINIA PUBLIC SCHOOL AUTHORITY AND  
PROVIDING FOR THE FORM AND DETAILS THEREOF

WHEREAS, the Board of Supervisors (the "Board") of the County of Fauquier, Virginia (the "County"), has determined that it is necessary and expedient to borrow an amount not to exceed \$3,500,000 and to issue its general obligation school bonds for the purpose of financing certain capital projects for school purposes; and

WHEREAS, the County held a public hearing, duly noticed, on October 7, 1997, on the issuance of the Bonds (as hereinafter defined) in accordance with the requirements of Section 15.1-227.8.A, Code of Virginia 1950, as amended, (the "Virginia Code"); and

WHEREAS, the School Board of the County has, by resolution, requested the Board to authorize the issuance of the Bonds and consented to the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FAUQUIER, VIRGINIA:

1. Authorization of Bonds and Use of Proceeds. The Board hereby determines that it is advisable to contract a debt and issue and sell its general obligation school bonds in an aggregate principal amount not to exceed \$3,500,000 (the "Bonds") for the purpose of financing certain capital improvements to Cedar Lee Middle School, and such other projects as may be authorized upon completion of the Cedar Lee Middle School project. The Board hereby authorizes the issuance and sale of the Bonds in the form and upon the terms established pursuant to this Resolution.
2. Sale of the Bonds. It is determined to be in the best interest of the County to accept the offer of the Virginia Public School Authority (the "VPSA") to purchase from the County, and to sell to the VPSA, the Bonds at par upon the terms established pursuant to this Resolution. The Chairman of the Board, the County Administrator or such officer or officers of the County as either may designate are hereby authorized and directed to enter into a Bond Sale Agreement dated as of October 15, 1997, with the VPSA providing for the sale of the Bonds to the VPSA in substantially the form submitted to the Board at this meeting, which form is hereby approved (the "Bond Sale Agreement").
3. Details of the Bonds. The Bonds shall be dated the date of issuance and delivery of the Bonds; shall be designated "General Obligation School Bonds, Series 1997 A;" shall bear interest from the date of delivery thereof payable semi-annually on each January 15 and July 15 beginning July 15, 1998 (each an "Interest Payment Date"), at the rates established in accordance with Section 4 of this Resolution; and shall mature on July 15 in the years (each a "Principal Payment Date") and in the amounts set forth on Schedule I attached hereto (the "Principal Installments"), subject to the provisions of Section 4 of this Resolution.
4. Interest Rates and Principal Installments. The County Administrator is hereby authorized and directed to accept the interest rates on the Bonds established by the VPSA, provided that each interest rate shall be ten one-hundredths of one percent (0.10%) over the interest rate to be paid by the VPSA for the corresponding principal payment date of the bonds to be issued by the VPSA (the "VPSA Bonds"), a portion of the proceeds of which will be used to purchase the Bonds, and provided further that the true interest cost of the Bonds does not exceed eight percent (8%) per annum. The Interest Payment Dates and the Principal Installments are subject to change at the request of the VPSA. The County Administrator is hereby authorized and directed to accept changes in the Interest Payment Dates and the Principal Installments at the request of the VPSA, provided that the aggregate principal amount of the Bonds shall not exceed the amount authorized by this Resolution. The execution and delivery of the Bonds as described in Section 8 hereof shall conclusively evidence such interest rates established by the VPSA and Interest Payment Dates and the

Principal Installments requested by the VPSA as having been so accepted as authorized by this Resolution.

5. Form of the Bonds. The Bonds shall be initially in the form of a single, temporary typewritten bond substantially in the form attached hereto as Exhibit A.

6. Payment; Paying Agent and Bond Registrar. The following provisions shall apply to the Bonds:

a. For as long as the VPSA is the registered owner of the Bonds, all payments of principal of and premium, if any, and interest on the Bonds shall be made in immediately available funds to the VPSA at, or before 11:00 a.m. on the applicable Interest Payment Date, Principal Payment Date of date fixed for prepayment or redemption, or if such date is not a business day for Virginia banks or for the Commonwealth of Virginia, then at or before 11:00 a.m. on the business day next preceding such Interest Payment Date, Principal Payment Date of date fixed for prepayment or redemption.

b. All overdue payments of principal and, to the extent permitted by law, interest shall bear interest at the applicable interest rate or rates on the Bonds.

c. Crestar Bank, Richmond, Virginia, is designated as Bond Registrar and Paying Agent for the Bonds.

7. Prepayment or Redemption. The Principal Installment of the Bonds held by the VPSA coming due on or before July 15, 2008, and the definitive Bonds for which the Bonds held by the VPSA may be exchanged that mature on or before July 15, 2008, are not subject to prepayment or redemption prior to their stated maturities. The Principal Installments of the Bonds held by the VPSA coming due after July 15, 2008, and the definitive bonds for which the Bonds held by the VPSA may be exchanged that mature after July 15, 2008, are subject to prepayment or redemption at the option of the County prior to their stated maturities in whole or in part, on any date on or after July 15, 2008, upon payment of the prepayment or redemption prices (expressed as percentages of Principal Installments to be prepaid or the principal amount of the Bonds to be redeemed) set forth below plus accrued interest to the date set for prepayment or redemption:

Dates	Prices
July 15, 2008, through July 14, 2009	102%
July 15, 2009, through July 14, 2010	101%
July 15, 2010, and thereafter	100%

Provided however, that the Bonds shall not be subject to prepayment or redemption prior to their stated maturities as described above without first obtaining the written consent of the registered owner of the Bonds. Notice of any such prepayment or redemption shall be given by the Bond Registrar to the registered owner by registered mail not more than ninety (90) and not less than sixty (60) days before the date fixed for prepayment or redemption.

8. Execution of the Bonds. The Chairman or Vice Chairman and the Clerk or any Deputy Clerk of the Board are authorized and directed to execute and deliver the Bonds and to affix the seal of the County thereto.

9. Pledge of Full Faith and Credit. For the prompt payment of the principal of and premium, if any, and the interest on the Bonds as the same shall become due, the full faith and credit of the County are hereby irrevocably

pledged, and in each year while any of the Bonds shall be outstanding there shall be levied and collected in accordance with law an annual ad valorem tax upon all taxable property in the County subject to local taxation sufficient in amount to provide for the payment of the principal of and premium, if any, and the interest on the Bonds as such principal, premium, if any, and interest shall become due, which tax shall be without limitation as to rate or amount and in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

10. Use of Proceeds Certificate and Certificate as to Arbitrage. The Chairman of the Board, the County Administrator and such officer or officers of the County as either may designate are hereby authorized and directed to execute a Certificate as to Arbitrage and a Use of Proceeds Certificate each setting forth the expected use and investment of the proceeds of the Bonds and containing such covenants as may be necessary in order to show compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable regulations relating to the exclusion from gross income of interest on the Bonds and on the VPSA Bonds. The Board covenants on behalf of the County that (i) proceeds from the issuance and sale of the Bonds will be invested and expended as set forth in such Certificate as to Arbitrage and such Use of Proceeds Certificate and that the County shall comply with the other covenants and representations contained therein and (ii) the County shall comply with the provisions of the Code so that interest on the Bonds and on the VPSA Bonds will remain excludable from gross income for Federal income tax purposes.

11. State Non-Arbitrage Program; Proceeds Agreement. The Board hereby determines that it is in the best interests of the County to authorize and direct the County Treasurer to participate in the State Non-Arbitrage Program in connection with the Bonds. The Chairman of the Board, the County Administrator and such officer or officers of the County as either may designate are hereby authorized and directed to execute and deliver a Proceeds Agreement with respect to the deposit and investment of proceeds of the Bonds by and among the County, the other participants in the sale of the VPSA Bonds, the VPSA, the investment manager and the depository, substantially in the form submitted to the Board at this meeting, which form is hereby approved.

12. Continuing Disclosure Agreement. The Chairman of the Board, the County Administrator and such officer or officers of the County as either may designate are hereby authorized and directed to execute a Continuing Disclosure Agreement, as set forth in Appendix F to the Bond Sale Agreement, setting forth the reports and notices to be filed by the County and containing such covenants as may be necessary in order to show compliance with the provisions of the Securities and Exchange Commission Rule 15c2-12.

13. Filing of Resolution. The appropriate officers or agents of the County are hereby authorized and directed to cause a certified copy of this Resolution to be filed with the Circuit Court of the County.

14. Further Actions. The members of the Board and all officers, employees and agents of the County are hereby authorized to take such action as they or any one of them may consider necessary or desirable in connection with the issuance and sale of the Bonds and any such action previously taken is hereby ratified and confirmed.

15. Effective Date. This Resolution shall take effect immediately.

## Exhibit A

(FORM OF TEMPORARY BOND)

NO. TR-1                \$

UNITED STATES OF AMERICA

COMMONWEALTH OF VIRGINIA

COUNTY OF FAUQUIER

General Obligation School Bond

Series 1997 A

The COUNTY OF FAUQUIER, VIRGINIA (the "County"), for value received, hereby acknowledges itself indebted and promises to pay to the VIRGINIA PUBLIC SCHOOL AUTHORITY the principal amount of

DOLLARS (\$                    ), in annual installments in the amounts set forth on Schedule I attached hereto payable on July 15, 1998, and annually on July 15 thereafter to and including July 15, 2017 (each a "Principal Payment Date"), together with interest from the date of this Bond on the unpaid installments, payable semi-annually on January 15 and July 15 of each year, commencing on July 15, 1998 (each an "Interest Payment Date"; together with any Principal Payment Date, a "Payment Date"), at the rates per annum set forth on Schedule I attached hereto, subject to prepayment or redemption as hereinafter provided. Both principal of and interest on this Bond are payable in lawful money of the United States of America.

For as long as the Virginia Public School Authority is the registered owner of this Bond, Crestar Bank, Richmond, Virginia, as bond registrar (the "Bond Registrar"), shall make all payments of principal, premium, if any, and interest on this Bond, without the presentation or surrender hereof, to the Virginia Public School Authority, in immediately available funds at or before 11:00 a.m. on the applicable Payment Date or date fixed for prepayment or redemption. If a Payment Date or date fixed for prepayment or redemption is not a business day for banks in the Commonwealth of Virginia or for the Commonwealth of Virginia, then the payment of principal, premium, if any, or interest on this Bond shall be made in immediately available funds at or before 11:00 a.m. on the business day next preceding the scheduled Payment Date of date fixed for prepayment or redemption. Upon receipt by the registered owner of this Bond of said payments of principal, premium, if any, and interest, written acknowledgment of the receipt thereof shall be given promptly to the Bond Registrar, and the County shall be fully discharged of its obligation on this Bond to the extent of the payment so made. Upon final payment, this Bond shall be surrendered to the Bond Registrar for cancellation.

The full faith and credit of the County are irrevocably pledged for the payment of the principal of and the premium, if any, and interest on this Bond. The resolution adopted by the Board of Supervisors authorizing the issuance of the Bonds provides, and Section 15.1-227.25 (Section 15.2-2624, effective December 1, 1997) of the Code of Virginia 1950, as amended, requires, that there shall be levied and collected an annual tax upon all taxable property in the County subject to local taxation sufficient to provide for the payment of the principal of and premium, if any, and interest on this Bond as the same shall

become due, which tax shall be without limitation as to rate or amount and shall be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

This Bond is duly authorized and issued in compliance with and pursuant to the Constitution and laws of the Commonwealth of Virginia, including the Public Finance Act of 1991, Chapter 5.1, Title 15.1 (Chapter 26, Title 15.2 effective December 1, 1997), Code of Virginia 1950, as amended, and resolutions duly adopted by the Board of County Supervisors of the County and the School Board of the County to provide funds for capital projects for school purposes.

This Bond may be exchanged without cost, on twenty (20) days written notice from the Virginia Public School Authority, at the office of the Bond Registrar on one or more occasions for two or more temporary bonds or definitive bonds in fully registered form in denominations of \$5,000 and whole multiples thereof, and; in any case, having an equal aggregate principal amount, having maturities and bearing interest at rates corresponding to the maturities of and the interest rates on the installments of principal of this Bond then unpaid. This Bond is registered in the name of the Virginia Public School Authority on the books of the County kept by the Bond Registrar, and the transfer of this bond may be effected by the registered owner of this Bond only upon due execution of an assignment by such registered owner. Upon receipt of such assignment and the surrender of this Bond, the Bond Registrar shall exchange this Bond for definitive Bonds as hereinabove provided, such definitive Bonds to be registered on such registration books in the name of the assignee or assignees named in such assignment.

The principal installments of this Bond coming due on or before July 15, 2008, and the definitive Bonds for which this Bond may be exchanged that mature on or before July 15, 2008, are not subject to prepayment or redemption prior to their stated maturities. The principal installments of this Bond coming due after July 15, 2008, and the definitive Bonds for which this Bond may be exchanged that mature after July 15, 2008, are subject to prepayment or redemption at the option of the County prior to their stated maturities in whole or in part, on any date on or after July 15, 2008, upon payment of the prepayment or redemption prices (expressed as percentages of principal installments to be prepaid or the principal amount of the Bonds to be redeemed) set forth below plus accrued interest to the date set for prepayment or redemption:

Dates	Prices
July 15, 2008, through July 14, 2009	102%
July 15, 2009, through July 14, 2010	101%
July 15, 2010, and thereafter	100%

Provided, however, that the Bonds shall not be subject to prepayment or redemption prior to their stated maturities as described above without the prior written consent of the registered owner of the Bonds. Notice of any such prepayment or redemption shall be given by the Bond Registrar to the registered owner by registered mail not more than ninety (90) and not less than sixty (60) days before the date fixed for prepayment or redemption.

All acts, conditions and things required by the Constitution and laws of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in due time, form and manner as so required, and this Bond, together with all other

indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Fauquier has caused this Bond to be issued in the name of the County of Fauquier, Virginia, to be signed by its Chairman or Vice Chairman, its seal to be affixed hereto and attested by the signature of its Clerk or any of its Deputy Clerks, and this Bond to be dated November , 1997.

COUNTY OF FAUQUIER, VIRGINIA

(SEAL)

ATTEST:

Clerk, Board of Supervisors      Chairman, Board of Supervisors  
County of Fauquier, Virginia      County of Fauquier, Virginia

#### Schedule I

Fauquier County  
Non-Subsidized Local School Bond

	Principal	Rate	Interest	Total	Fiscal Total
7/15/98	\$175,000	4.600%	\$115,606.94	\$290,606.94	
1/15/99	0		84,525.00	84,525.00	375,131.94
7/15/99	175,000	4.600	84,525.00	259,525.00	
1/15/00	0		80,500.00	80,500.00	340,025.00
7/15/00	175,000	4.700%	80,500.00	255,500.00	
1/15/01	0		76,387.50	76,387.50	331,887.50
7/15/01	175,000	4.700%	76,387.50	251,387.50	
1/15/02	0		72,275.00	72,275.00	323,662.50
7/15/02	175,000	4.700%	72,275.00	247,275.00	
1/15/03	0		68,162.50	68,162.50	315,437.50
7/15/03	175,000	4.700%	68,162.50	243,162.50	
1/15/04	0		64,050.00	64,050.00	307,212.50
7/15/04	175,000	4.700%	64,050.00	239,050.00	
1/15/05	0		59,937.50	59,937.50	298,987.50
7/15/05	175,000	4.750%	59,937.50	234,937.50	
1/15/06	0		55,781.25	55,781.25	290,718.75
7/15/06	175,000	5.350%	55,781.25	230,781.25	
1/15/07	0		51,100.00	51,100.00	281,881.25
7/15/07	175,000	5.850%	51,100.00	226,100.00	
1/15/08	0		45,981.25	45,981.25	272,081.25
7/15/08	175,000	5.850%	45,981.25	220,981.25	
1/15/09	0		40,862.50	40,862.50	261,843.75
7/15/09	175,000	5.000%	40,862.50	215,862.50	
1/15/10	0		36,487.50	36,487.50	252,350.00
7/15/10	175,000	5.100%	36,487.50	211,487.50	
1/15/11	0		32,025.00	32,025.00	243,512.50



7/15/11	175,000	5.100%	32,025.00	207,025.00	
1/15/12	0		27,562.50	27,562.50	234,587.50
7/15/12	175,000	5.150%	27,562.50	202,562.50	
1/15/13	0		23,056.25	23,056.25	225,618.75
7/15/13	175,000	5.200%	23,056.25	198,056.25	
1/15/14	0		18,506.25	18,506.25	216,562.50
7/15/14	175,000	5.250%	18,506.25	193,506.25	
1/15/15	0		13,912.50	13,912.50	207,418.75
7/15/15	175,000	5.300%	13,912.50	188,912.50	
1/15/16	0		9,275.00	9,275.00	198,187.50
7/15/16	175,000	5.300%	9,275.00	184,275.00	
1/15/17	0		4,637.50	4,637.50	188,912.50
7/15/17	175,000	5.300%	4,367.50	179,637.50	
1/15/18	0		0.00	0.00	179,637.50
7/15/18					
Totals	\$3,500,000		\$1,845,656.94	\$5,345,656.94	

Dated Date 11/20/97 Effective Rate 5.55344045%

With no further business, the meeting was adjourned.